## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		

# CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regions Bank		06/30/2010	Collateral Agent:

## RECEIVING PARTY DATA

Name:	Thermal Dynamics Corporation				
Street Address:	16052 Swingley Ridge Road				
Internal Address:	Suite 300				
City:	St. Louis				
State/Country:	MISSOURI				
Postal Code:	63017				
Entity Type:	CORPORATION: DELAWARE				

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2794654	1TORCH
Registration Number:	2949680	ATC
Registration Number:	3068964	AUTO-CUT
Registration Number:	2350680	CUTSKILL
Registration Number:	2322300	DRAG-GUN
Registration Number:	2297411	GST
Registration Number:	2309699	HERCULES
Registration Number:	2201991	MAXIMIZER
Registration Number:	1764303	MERLIN
Registration Number:	2298200	MUSTANG
Registration Number:	1870389	PAK MASTER
Registration Number:	2831855	RPT
Registration Number:	1860261	SIGNATURE
		TRADEMARK

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Registration Number:	2797522	SL100
Registration Number:	2895099	SL60
Registration Number:	1726644	SMART TORCH
Serial Number:	77176525	SPEEDLOK
Registration Number:	2937662	STAK PAK
Registration Number:	2573392	SURELOK
Registration Number:	2957159	TD
Registration Number:	1927993	TD
Registration Number:	1316659	THERMAL DYNAMICS
Registration Number:	2995804	ULTRA-CUT
Registration Number:	2388995	WMS

#### **CORRESPONDENCE DATA**

Fax Number: (314)621-5065

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-621-5070

Email: iptm@armstrongteasdale.com

Correspondent Name: Meredith P. Gammill

Address Line 1: 7700 Forsyth Boulevard, Suite 1800
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	29264-1
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	09/23/2010

### Total Attachments: 6

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TRADEMARK REEL: 004288 FRAME: 0457

# TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, is by **REGIONS BANK**, in its capacity as Collateral Agent for Lenders in favor of **THERMAL DYNAMICS CORPORATION**, a Delaware corporation ("Grantor").

## WITNESSETH:

WHEREAS, pursuant to that certain 2009 Amended and Restated Second Lien Credit Agreement dated as of August 14, 2009 by and among Grantor, the other Persons named therein as Borrowers, Collateral Agent and the Persons signatory thereto from time to time as Lenders and Guarantors (including all exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have made the Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Grantor and Collateral Agent for Lenders entered into a certain Trademark Security Agreement dated as of August 14, 2009, whereby Grantor granted to Collateral Agent, on behalf of itself and Lenders, a continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;
  - (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

TRADEMARK
REEL: 004288 FRAME: 0458

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Section 1.01</u> of the Credit Agreement.
- 2. <u>TERMINATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Collateral Agent acknowledges that the Loans have been paid in full and agrees that the continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the Trademark Collateral is hereby terminated and released.
- 3. <u>COUNTERPARTS</u>. This Termination of Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Termination of Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Grantor, electronic means, all of which shall be equally valid.

[signature page follows]

2

IN WITNESS WHEREOF, Collateral Agent has caused this Termination of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REGIONS BANK,
as Collateral Agent

By Name: MARY A. WILLIS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:
THERMAL DYNAMICS CORPORATION
Ву
Name:
Title:

IN WITNESS WHEREOF, Collateral Agent has caused this Termination of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REGIONS BANK, as Collateral Agent

Ву

Name: Title: V

MARY A. WILLIS VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

THERMAL DYNAMICS CORPORATION

D.,

Name: STEVEN A.

SCHUMM

Title: EVP-CFO

# SCHEDULE I TO TERMINATION OF TRADEMARK SECURITY AGREEMENT

Trademark	Appl. No.	Reg. No.	Status	County	Registration Date	Next Renewal Date
1 TORCH	78/143523	2794654	Registered	United States of America	16-Dec-2003	16-Dec-2013
ATC	78/158742	2949680	Registered	United States of America	10-May-2005	10-May-2015
AUTO-CUT	78/260060	3068964	Registered	United States of America	14-Mar-2006	14-Mar-2016
CUTSKILL	75/447580	2350680	Registered	United States of America	16-May-2000	16-May-2010
DRAG-GUN	75/428212	2322300	Registered	United States of America	22-Feb-2000	22-Feb-2010
GST	75/410031	2297411	Registered	United States of America	07-Dec-1999	07-Dec-2009
HERCULES	75/354187	2309699	Registered	United States of America	18-Jan-2000	18-Jan-2010
MAXIMIZER	75/207577	2201991	Registered	United States of America	03-Nov-1998	03-Nov-2008
MERLIN	74/304895	1764303	Registered	United States of America	13-Apr-1993	13-Apr-2013
MUSTANG	75/584896	2298200	Registered	United States of America	07-Dec-1999	07-Dec-2009
PAKMASTER & Design	74/356861	1870389	Registered	United States of America	27-Dec-1994	27-Dec-2014
RPT	78/161408	2831855	Registered	United States of America	13-Apr-2004	13-Apr-2014
SIGNATURE	74/403057	1860261	Registered	United States of America	25-Oct-1994	25-Oct-2014
SL100	78/143551	2797522	Registered	United States of America	23-Dec-2003	23-Dec-2013
SL60	78/143541	2895099	Registered	United States of America	19-Oct-2004	19-Oct-2014
SMART TORCH	74/152558	1726644	Registered	United States of America	20-Oct-1992	20-Oct-2012
SPEEDLOK	77/176525		Pending	United States of America		
STAKPAK	78/195459	2937662	Registered	United States of America	05-Apr-2005	05-Apr-2015
SURELOK	76/235913	2573392	Registered	United States of America	28-May-2002	28-May-2012
TD (stylized or	78/371444	2957159	Registered	United States of America	31-May-2005	31-May-2015

TRADEMARK REEL: 004288 FRAME: 0462

Trademark	Appl. No.	Reg. No.	Status	County	Registration Date	Next Renewal Date
with design)						
TD and Design	74/586746	1927993	Registered	United States of America	17-Oct-1995	17-Oct-2015
THERMAL DYNAMICS and Design	73/429780	1316659	Registered	United States of America	29-Jan-1985	29-Jan-2015
ULTRA-CUT	78/260038	2995804	Registered	United States of America	13-Sep-2005	13-Sep-2015
WMS	75/364258	2388995	Registered	United States of America	26-Sep-2000	26-Sep-2010